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2023 Sep-15 PM 12:10 U.S. DISTRICT COURT N.D. OF ALABAMA

# IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

DYNAMIC CAMPUS SOLUTIONS, INC., )	
Plaintiff,	Case No. 47-CV-2022-901218.00
vs. )	
OAKWOOD UNIVERSITY, INC.,	
Defendant.	

## CONFIDENTIAL MEDIATED SETTLEMENT AGREEMENT

This Confidential Mediated Settlement Agreement (the "Agreement") is made between Dynamic Campus Solutions, Inc. ("DCS") and Oakwood University, Inc. ("Oakwood") and is effective this 16th day of January, 2023 (the "Effective Date").

#### A. DEFINITIONS

- 1. The term "Lawsuit" refers to the above styled lawsuit filed in Madison County, Alabama, Case No. 47-CV-2022--901218.00.
- 2. "Claims" mean claims or causes of action for breach of contract regarding the payment of invoices by Oakwood or the provision of data backup and restoration services by DCS under the Parties' Service Agreement of May 1, 2019 ("Services Agreement").

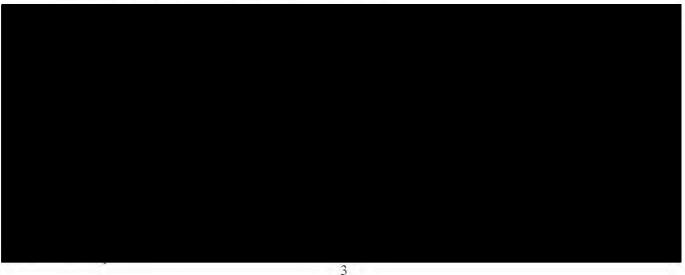


3. The term "DCS" refers to Dynamic Campus Solutions, Inc. and its successors in interest, predecessors, subsidiaries, representatives, directors, officers, employees and assigns.

- 4. The term "Oakwood" refers to Oakwood University, Inc. and its successors in interest, predecessors, subsidiaries, representatives, trustees, officers, employees and assigns.
- The term "Parties" refers to DCS and Oakwood as each has been defined above.

#### Confidentiality & Non-Disparagement. 4.

- All matters and communications relating to the Parties' negotiation and terms of this Agreement, the Lawsuit, and the Claims as defined in paragraph A.2 shall be confidential and are not to be disclosed except as may be required by a subpoena, or in discovery or testimony in litigation related to the Ransomware Incident, any other rules or procedures of a court of law, order of a court of competent jurisdiction, or an agreement in writing by the Parties. The Parties agree that the covenant of confidentiality contained in this Agreement is material and mutually and equally beneficial to the Parties. In the event either Party receives a subpoena or similar legal process from any third party related to the Claims, as defined herein, each Party agrees to promptly provide the other with notice by and through their respective counsel and to reasonably cooperate therewith as permitted by applicable law. Excluded from this notice obligation is any and all testimony or discovery in separate civil litigation involving the Ransomware Incident, including, but not limited to Frances Diaz v. Oakwood University, Inc., Case No. 22-cv-1844-L-MDD, pending in the United States District Court for the Southern District of California.
- The Parties agree not to disparage each other. The Parties further agree that if either is asked about the Claims, as defined above, that Party shall simply state that all matters between the Parties have been resolved to their mutual satisfaction or similar words to that effect, unless otherwise compelled by legal process. Moreover, the Parties agree and covenant that they shall not, at any time, make, publish, or communicate to any person or entity or in any forum (including but not limited to, through internet websites, social media, print, television, radio, or any other communication format or platform) any complaints, criticisms, disparaging, malicious or negative remarks, comments, or statements concerning the other or its business, or any of its employees, officers, or directors now or in the future. Notwithstanding the foregoing, a Party shall not be in breach of this provision for any statement, of whatever nature, made in its defense in the course of a civil or criminal procedure or otherwise required to be made by Court order, governmental entity, or law or regulation, including but not limited to any statement, discovery or testimony given by or on behalf of Oakwood in connection with Frances Diaz v. Oakwood University, Inc., Case No. 22-cv-1844-L-MDD, pending in the United States District Court for the Southern District of California.



DOCUMENT 118



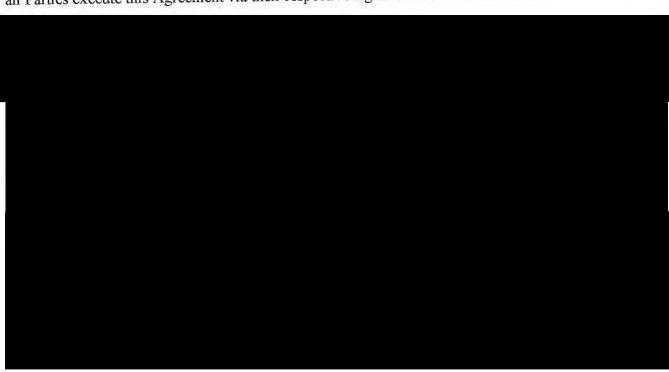
## 11. Governing Law and Dispute Resolution.

- a) This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Texas and any dispute and/or claims by and among the Parties arising under this Agreement shall be governed by and determined in accordance with the laws of the State of Texas, which laws shall prevail in the event of a conflict of law.
- b) Any controversy, claim, cause of action, demand, complaint, or other action, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement shall be resolved in the state circuit court for Madison County, Alabama located in Huntsville, Alabama.



#### 16. Effective Date.

This Agreement shall become effective as of the "Effective Date" set forth above provided all Parties execute this Agreement via their respective signatures below.



[signature page follows]

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#### OAKWOOD UNIVERSITY, INC.:

By:
Name
Title:
Date:

## DYNAMIC CAMPUS SOLUTIONS, INC.:

By:
Name:
Title:
Date: